

ASSIGNMENT OF TRADEMARKS AND OTHER RIGHTS

This Assignment ("Assignment") is entered into on April 1, 2010 by **REX CHICKEN, LLC**, an Oklahoma limited liability company ("Assignor") and **MAGNUM FOODS, INC.**, an Oklahoma corporation ("Assignor") in favor of **TERRI L. MCAULIFF** and **JOE JOHNSON**, individually, jointly and severally, and their successors and assigns ("Assignees").

Whereas, on January 29, 1991, McFarland Distributors, Inc. ("MDI") an Oklahoma corporation, obtained a federal trademark registration of the mark "REX with design" ("REX Mark") for use in connection with restaurant and catering services from the United States Patent and Trademark Office, Registration No. 1633536 as reflected in Exhibit A hereto; and

Whereas, MDI used the REX Mark and other marks, symbols, designs, domain names, and similar rights which include the word "Rex" whether registered or not (collectively referred to as the "Trademarks") in connection with franchising its restaurant concept; and

Whereas, on December 28, 1993, MDI sold substantially all its assets used in connection with franchising its Rex Chicken restaurant franchise system to Rex Chicken, LLC; but MDI through Dollie McFarland, mother of Assignees, continued to own and operate several Rex Chicken restaurants as a franchisee of Rex Chicken in Tulsa; and

Whereas, on 4-4, 2009 Rex Chicken, LLC ceased to operate the Rex Chicken franchise and transferred all its rights related to that system, including the Trademarks, to Magnum Foods, Inc.; and

Whereas, Assignor continues to own the Trademarks and desires to assign the Trademarks to Assignees, the children of the founders of McFarland Distributions, Inc.

For \$10.00 and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby agreed, accepted and acknowledged:

1. Assignor hereby sells, assigns, transfers, conveys and delivers unto the Assignees, individually, jointly and severally and their respective heirs, representatives, successors and assigns: (a) ALL its rights, titles, interests and remedies in the Trademarks and in ALL improvements, modifications and revisions in the Trademarks by it; (b) ALL registrations, extensions, reissues, and reexaminations of the Trademarks; (c) ALL its common law rights in the Trademarks; (d) ALL goodwill associated with any of the Trademarks; and (e) ALL its rights and remedies, at law or in equity, including without limitation, the right to sue for injunctive relief, actual and punitive damages and costs and all other remedies for the infringement of the Trademarks.

2. Assignor hereby also sells, assigns, transfers, conveys and delivers to Assignees all of Assignor's rights in the trade secrets, recipes, specifications, processes and procedures used by it and licensed by it exclusively in the operation of the Rex Chicken restaurant franchise system.

3. Assignor hereby appoints Assignees, individually or collectively, Assignor's agent in fact to execute on Assignor's behalf any and all document, instruments, assignments, registrations and conveyances necessary or advisable in order to secure, record and enforce this Assignment. Assignor agrees to use its good faith efforts and reasonably to cooperate with and assist Assignees in evidencing of record and to perfecting their full ownership in the Trademarks.

4. It is Assignor's expressed intent that Assignees and their heirs, representatives, successors and assigns shall hereafter own, hold and enjoy the full and same rights, titles, interests, registrations, remedies and entitlements in the Trademarks as Assignor owned prior to this Assignment.

5. Assignor represents and warrants that it owns all rights, titles and interests in the Trademarks, free and clear of all liens, claims, encumbrances, and all other rights or entitlements of any other, of every kind, character and description.

IN WITNESS WHEREOF, the parties have executed this Assignment with all requisite power and authority, intending to be legally bound.

REX CHICKEN, LLC

By 
Steve L. Price, Manager

MANGUM FOODS, INC.

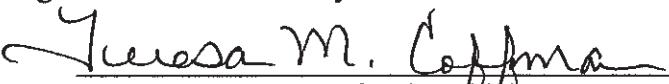
By 
Steve L. Price, President and CEO

Acknowledgment

State of Oklahoma)
County of Oklahoma)

On April 1, 2010 **Steve L. Price**, personally appeared before me, a Notary Public in and for Oklahoma County, OK, and after having been duly sworn, he executed the foregoing Assignment in my presence and stated that he executed the Assignment of his own free act and deed for and on behalf of each of the Assignors with full authority to do so.

April 1, 2010


Notary Public in and for the Oklahoma County, OK
My commission expires: 5-14-2011
My commission no. is: 07004701

